

# Exhibit 3



---

## MANAGEMENT AND HUMAN RESOURCES NON-DISCLOSURE AGREEMENT

**BELK, INC.** and its subsidiaries (hereinafter “Belk” or the “Company”) enters this Belk Management and Human Resources Non-Disclosure Agreement (the “Agreement”) with Management and the Human Resources associate (“Associate”) setting forth the following terms and as accepted electronically by Manager and Associate in the Company’s HRIS system of record (Workday):

1. To perform their job duties in support of Belk’s business, associates in Management and Human Resources (“HR”) roles are frequently provided extensive access to private, sensitive, or confidential information and data related to the business partners and teams they support. This broader access imposes upon the Manager and HR associate the responsibility and obligation to use that access in an ethical, professional, and legal manner that is strictly within his or her authorized job functions. Belk is committed to advancing the ethical and responsible use of all confidential information and information resources and does not tolerate illegal, dishonest, improper, or irresponsible use.
2. In exchange for the elevated access privileges afforded to Manager and/or Associate as an HR associate, Associate agrees to abide by the following terms:
  - a. To take every reasonable precaution to prevent unnecessary or unauthorized access to any passwords, user identifications, or other information that may be used to access information systems, whether those systems belong to Belk or to other private parties.
  - b. To limit access to the information contained in or obtained from information systems to authorized persons.
  - c. To treat all information gathered and accessed in the performance of Manager and/or Associate’s duties as confidential unless and until advised otherwise by Manager and/or Associate’s supervisor.
  - d. To seek guidance from Manager and/or Associate’s supervisor whenever Manager and/or Associate is unsure of the correct decision regarding the appropriate use and confidentiality of information, and to do so BEFORE Manager and/or Associate takes any action that might compromise that use or confidentiality.
  - e. To avoid any sharing, recording, transmission, alteration, or deletion of information in the information systems or otherwise gathered or accessed in performance of job responsibilities, except as required by Manager and/or Associate’s job duties.
  - f. To strictly comply with all Belk policies related to the use and security of Belk’s information resources and confidential information.
  - g. To report any incidents of non-compliance with the terms of this Agreement to Manager and/or Associate’s supervisor.
3. Manager and/or Associate may have access to sensitive, personal, and confidential associate and customer information (“Confidential Information”). Confidential Information includes medical, personal, financial, and employment information. Manager and/or Associate agrees to treat Confidential Information, whether oral, written or electronic, with care in a way to ensure its



confidentiality, including maintaining Confidential Information out of sight and access of others or stored in a locked area.

4. Manager and/or Associate agrees to only access Confidential Information as appropriate to Manager and/or Associate's job responsibility and only as necessary to perform job duties.
5. Manager and/or Associate agrees to share Confidential Information only with those who have a "need to know" based on their job responsibilities.
6. Manager and/or Associate agrees to not use, disclose, publish, or otherwise share Confidential Information outside of Belk, or within Belk to individuals who do not have a "need to know" based on their job responsibilities.
7. Manager and/or Associate acknowledges that, if he or she breaches any provision of this Agreement, Belk will be irreparably harmed, that monetary damages alone may not be sufficient to adequately protect Belk from such breach, and that, in addition to any other remedy, Belk shall be entitled to recover all expenses incurred in enforcing these provisions, including attorneys' fees and court costs, and to a preliminary and permanent injunction enjoining such breach.
8. This Agreement is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose. Nothing in this Agreement prohibits or prevents Manager and/or Associate from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblower proceeding or other proceeding before any federal, state, or local government agency, including but not limited to the Equal Employment Opportunity Commission, the Securities and Exchange Commission, or the National Labor Relations Board. Nor does anything in this Agreement preclude, prohibit, or otherwise limit, in any way, Manager and/or Associate's rights and abilities to contact, communicate with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies.
9. This Agreement shall be governed by the laws of the state of **North Carolina** without regard to its conflict of laws provision. Notwithstanding any other language in this Agreement, the Mutual Arbitration Agreement between Manager and/or Associate and Belk survives this Agreement and applies to any disputes arising out of or related to this Agreement. If, however, there is not an enforceable Mutual Arbitration Agreement between Manager and/or Associate and Belk, the Parties agree that any dispute arising out of or related to this Agreement may be brought in a court of competent jurisdiction.
10. This agreement does not alter Manager and/or Associate's "at-will" employment status. This means both Belk and Manager and/or Associate retain the right to end the employment relationship at any time, with or without notice, for any reason or no reason.